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LOUIS VUITTON USA INC.

U.S. DISTRICT COURT
CENTRAL DISTRICT of CALIFORNIA
WESTERN DIVISION

TRACY RENEÉ WILLIAMS, et al.,

Plaintiffs,

v.

LOUIS VUITTON USA INC.,

Defendant.

Civil Action No.: 2:24-cv-7825 FMO (SKx)

STIPULATED PROTECTIVE ORDER

Discovery Matter

1
2 **A. PURPOSES AND LIMITATIONS**

3 Discovery in this action is likely to involve production of confidential,
4 proprietary, or private information for which special protection from public disclosure
5 and from use for any purpose other than prosecuting this litigation may be warranted.
6 Accordingly, the parties hereby stipulate to and petition the Court to enter the
7 following Stipulated Protective Order. The parties acknowledge that this Order does
8 not confer blanket protections on all disclosures or responses to discovery and that the
9 protection it affords from public disclosure and use extends only to the limited
10 information or items that are entitled to confidential treatment under the applicable
11 legal principles. The parties further acknowledge, as set forth in Section 12.3 (Filing
12 Protected Material), below, that this Stipulated Protective Order does not entitle them
13 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
14 procedures that must be followed and the standards that will be applied when a party
15 seeks permission from the court to file material under seal.
16

17 **B. GOOD CAUSE STATEMENT**

18 The parties acknowledge that this case is likely to involve the exchange of
19 private information, including information concerning plaintiffs and third parties such
20 as identity documents and other personal identifying information for which special
21 protection from public disclosure and from use for any purpose other than prosecution
22 of this action is warranted. Such confidential and proprietary materials and information
23 consist of, among other things, confidential business or financial information,
24 information regarding confidential business practices, or other confidential research,
25 development, or commercial information (including information implicating privacy
26 rights of third parties), Criminal Offender Record Information, information otherwise
27 generally unavailable to the public, or which may be privileged or otherwise protected
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1 from disclosure under state or federal statutes, court rules, case decisions, or common
2 law. Accordingly, to expedite the flow of information, to facilitate the prompt
3 resolution of disputes over confidentiality of discovery materials, to adequately protect
4 information the parties are entitled to keep confidential, to ensure that the parties are
5 permitted reasonable necessary uses of such material in preparation for and in the
6 conduct of trial, to address their handling at the end of the litigation, and serve the ends
7 of justice, a protective order for such information is justified in this matter. It is the
8 intent of the parties that information will not be designated as confidential for tactical
9 reasons and that nothing be so designated without a good faith belief that it has been
10 maintained in a confidential, non-public manner, and there is good cause why it should
11 not be part of the public record of this case.

12
13 ***DEFINITIONS***

14 Action: *Tracy Reneé Williams, et al., v. Louis Vuitton USA Inc.*

15 No. 2:24-cv-07825 FMO (SKx).

16 Challenging Party: A Party or Non-Party that challenges the designation of
17 information or items under this Order.

18 “CONFIDENTIAL” Information or Items: Information (regardless of how it is
19 generated, stored, or maintained) or tangible things that qualify for protection under
20 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
21 Statement.

22 Counsel: Every representing attorney, outside counsel of record and house
23 counsel, consulting attorneys, as well as support of any attorney/counsel.

24 Designating Party: A Party or Non-Party that designates information or items
25 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

26 Disclosure or Discovery Material: All items or information, regardless of the
27 medium or way it is generated, stored, or maintained (including, among other things,
28

1 testimony, transcripts, and tangible things), that are produced or generated in
2 disclosures or responses to discovery in this matter.

3 Expert: A person with specialized knowledge or experience in a matter pertinent
4 to the litigation who has been retained by a Party or its counsel to serve as an expert
5 witness or as a consultant in this Action.

6 House Counsel: Attorneys who are employees of a Party to this Action. House
7 Counsel does not include Outside Counsel of Record or any other outside counsel.

8 Non-Party: Any natural person, partnership, corporation, association, or other
9 legal entity not named as a Party to this action.

10 Outside Counsel of Record: Attorneys who are not employees of a party to this
11 Action but are retained to represent or advise a party to this Action and have appeared
12 in this Action on behalf of that party or are affiliated with a law firm which has
13 appeared on behalf of that party, including support staff.

14 Party: Any party to this Action, including all its officers, directors, employees,
15 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

16 Producing Party: A Party or Non-Party that produces Disclosure or Discovery
17 Material in this Action.

18 Professional Vendors: Persons or entities that provide litigation support services
19 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
20 organizing, storing, or retrieving data in any form or medium) and their employees and
21 subcontractors.

22 Protected Material: Any Disclosure or Discovery Material that is designated as
23 “CONFIDENTIAL.”

24 Receiving Party: A Party that receives Disclosure or Discovery Material from a
25 Producing Party.
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27
28

1 ***SCOPE***

2 The protections conferred by this Stipulation and Order cover not only Protected
3 Material (as defined above), but also (1) any information copied or extracted from
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
5 Material; and (3) any testimony, conversations, or presentations by Parties or their
6 Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the trial
8 judge. This Order does not govern the use of Protected Material at trial.

9
10 ***DURATION***

11 Even after final disposition of this litigation, as defined in Section 13 (FINAL
12 DISPOSITION), the confidentiality obligations imposed by this Order shall remain in
13 effect until a Designating Party agrees otherwise in writing or a court order otherwise
14 directs.

15 ***DESIGNATING PROTECTED MATERIAL***

16 Exercise of Restraint and Care in Designating Material for Protection.

17 Each Party or Non-Party that designates information or items for protection
18 under this Order must take care to limit any such designation to specific material that
19 qualifies under the appropriate standards. The Designating Party must designate for
20 protection only those parts of material, documents, items, or oral or written
21 communications that qualify so that other portions of the material, documents, items,
22 or communications for which protection is not warranted are not swept unjustifiably
23 within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations
25 that are shown to be clearly unjustified or that have been made for an improper
26 purpose (e.g., to unnecessarily encumber the case development process or to impose
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unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page that contains Protected Material. If only a portion or portions of the material

1 on a page qualifies for protection, the Producing Party also must clearly identify the
2 protected portion(s) (e.g., by making appropriate markings in the margins).

3 (b) for testimony given in depositions that the Designating Party identify the
4 Disclosure or Discovery Material on the record, before the close of the deposition all
5 protected testimony.

6 (c) for information produced in some form other than documentary and for any
7 other tangible items, that the Producing Party affix in a prominent place on the exterior
8 of the container or containers in which the information is stored the legend
9 “CONFIDENTIAL.” If only a portion or portions of the information warrants
10 protection, the Producing Party, to the extent practicable, shall identify the protected
11 portion(s).

12 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
13 designate qualified information or items does not, standing alone, waive the
14 Designating Party’s right to secure protection under this Order for such material. Upon
15 timely correction of a designation, the Receiving Party must make reasonable efforts to
16 assure that the material is treated in accordance with the provisions of this Order.

18 ***CHALLENGING CONFIDENTIALITY DESIGNATIONS***

19 Timing of Challenges. Any Party or Non-Party may challenge a designation of
20 confidentiality at any time that is consistent with the Court’s Scheduling Order.

21 Meet and Confer. The Challenging Party Shall initiate the dispute resolution
22 process under Civil Local Rule 37-1 et seq.

23 The burden of persuasion in any such challenge proceeding shall be on the
24 Designating Party. Frivolous challenges, and those made for an improper purpose
25 (e.g., to harass or impose unnecessary expenses and burdens on other parties), may
26 expose the Challenging Party to sanctions. Unless the Designating Party has waived or
27 withdrawn the confidentiality designation, all parties shall continue to afford the
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1 material in question the level of protection to which it is entitled under the
2 Producing Party's designation until the Court rules on the challenge.

3
4 ***ACCESS TO AND USE OF PROTECTED MATERIAL***

5 Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a Non-Party in connection with this
7 Action only for prosecuting, defending, or attempting to settle this Action. Such
8 Protected Material may be disclosed only to the categories of persons and under the
9 conditions described in this Order. When the Action has been terminated, a
10 Receiving Party must comply with the provisions of Section 13 below (FINAL
11 DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a
13 location and in a secure manner that ensures that access is limited to the persons
14 authorized under this Order.

15 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
16 ordered by the Court or permitted in writing by the Designating Party, a Receiving
17 Party may disclose any information or item designated "CONFIDENTIAL" only to:

18 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
19 employees of said Outside Counsel of Record to whom it is reasonably necessary to
20 disclose the information for this Action;

21 (b) the officers, directors, and employees (including House Counsel) of the
22 Receiving Party to whom disclosure is reasonably necessary for this Action;

23 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
24 is reasonably necessary for this Action and who have signed the "Acknowledgment
25 and Agreement to Be Bound" (Exhibit A);

26 (d) the Court and its personnel;

27 (e) court reporters and their staff;
28

1 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
2 to whom disclosure is reasonably necessary for this Action and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action
7 to whom disclosure is reasonably necessary provided: (1) the deposing party requests
8 that the witness sign the form attached as Exhibit A hereto; and (2) they will not be
9 permitted to keep any confidential information unless they sign the “Acknowledgment
10 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
11 Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to
12 depositions that reveal Protected Material may be separately bound by the court
13 reporter and may not be disclosed to anyone except as permitted under this Stipulated
14 Protective Order; and

15 (i) any mediator or settlement officer, and their supporting personnel, mutually
16 agreed upon by any of the parties engaged in settlement discussions.

17
18 ***PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN***
19 ***OTHER LITIGATION***

20 If a Party is served with a subpoena or a court order issued in other litigation that
21 compels disclosure of any information or items designated in this Action as
22 “CONFIDENTIAL,” that Party must:

23 (a) promptly notify in writing the Designating Party. Such notification shall
24 include a copy of the subpoena or court order;

25 (b) promptly notify in writing the party who caused the subpoena or order to
26 issue in the other litigation that some or all of the material covered by the subpoena or
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1 order is subject to this Protective Order. Such notification shall include a copy of this
2 Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued by
4 the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with
6 the subpoena or court order shall not produce any information designated in this action
7 as “CONFIDENTIAL” before a determination by the court from which the subpoena
8 or order issued, unless the Party has obtained the Designating Party’s permission. The
9 Designating Party shall bear the burden and expense of seeking protection in that court
10 of its confidential material, and nothing in these provisions should be construed as
11 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
12 directive from another court.

13
14 ***A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED***
15 ***IN THIS LITIGATION***

16 (a) The terms of this Order are applicable to information produced by a Non-
17 Party in this Action and designated as “CONFIDENTIAL.” Such information
18 produced by Non-Parties in connection with this litigation is protected by the remedies
19 and relief provided by this Order. Nothing in these provisions should be construed as
20 prohibiting a Non-Party from seeking additional protections.

21 (b) In the event that a Party is required, by a valid discovery request, to produce
22 a Non-Party’s confidential information in its possession, and the Party is subject to an
23 agreement with the Non-Party not to produce the Non-Party’s confidential information,
24 then the Party shall:

25 (1) promptly notify in writing the Requesting Party and the Non-Party that
26 some or all of the information requested is subject to a confidentiality agreement
27 with a Non-Party;
28

1 (2) promptly provide the Non-Party with a copy of the Stipulated
2 Protective Order in this Action, the relevant discovery request(s), and a
3 reasonably specific description of the information requested; and

4 (3) make the information requested available for inspection by the Non-
5 Party, if requested.

6 (c) If the Non-Party fails to seek a protective order from this Court within 14
7 days of receiving the notice and accompanying information, the Receiving Party may
8 produce the Non-Party's confidential information responsive to the discovery request.
9 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
10 any information in its possession or control that is subject to the confidentiality
11 agreement with the Non-Party before a determination by the Court. Absent a court
12 order to the contrary, the Non-Party shall bear the burden and expense of seeking
13 protection in this Court of its Protected Material.
14

15 ***UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL***

16 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
17 Protected Material to any person or in any circumstance not authorized under this
18 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
19 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
20 all unauthorized copies of the Protected Material, (c) inform the person or persons to
21 whom unauthorized disclosures were made of all the terms of this Order, and (d)
22 request such person or persons to execute the "Acknowledgment and Agreement to Be
23 Bound" that is attached hereto as Exhibit A.
24

25 ***INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
26 PROTECTED MATERIAL***

27 When a Producing Party gives notice to Receiving Parties that certain
28 inadvertently produced material is subject to a claim of privilege or other protection,

1 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
2 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
3 may be established in an e-discovery order that provides for production without prior
4 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
5 parties reach an agreement on the effect of disclosure of a communication or
6 information covered by the attorney-client privilege or work product protection, the
7 parties may incorporate their agreement in the stipulated protective order submitted to
8 the Court.

9
10 ***MISCELLANEOUS***

11 Right to Relief. Nothing in this Order abridges the right of any person to seek its
12 modification by the Court in the future.

13 Right to Assert Other Objections. By stipulating to the entry of this Protective
14 Order, no Party waives any right it otherwise would have to object to disclosing or
15 producing any information or item on any ground not addressed in this Stipulated
16 Protective Order. Similarly, no Party waives any right to object on any ground to use in
17 evidence of any of the material covered by this Protective Order.

18 Filing Protected Material. A Party that seeks to file under seal any Protected
19 Material must comply with Civil Local Rule 79-5. Protected Material may only be
20 filed under seal pursuant to a court order authorizing the sealing of the specific
21 Protected Material at issue. If a Party's request to file Protected Material under seal is
22 denied by the court, then the Receiving Party may file the information in the public
23 record unless otherwise instructed by the court.

24
25 ***FINAL DISPOSITION***

26 Final disposition shall be deemed to be the later of (1) dismissal of all claims
27 and defenses in this Action, with or without prejudice; and (2) final judgment herein
28 after the completion and exhaustion of all appeals, rehearings, remands, trials, or

1 reviews of this Action, including the time limits for filing any motions or applications
2 for extension of time pursuant to applicable law. After the final disposition of this
3 Action, within 60 days of a written request by the Designating Party, each Receiving
4 Party must return all Protected Material to the Producing Party or destroy such
5 material. As used in this subdivision, “all Protected Material” includes all copies,
6 abstracts, compilations, summaries, and any other format reproducing or capturing any
7 of the Protected Material. Whether the Protected Material is returned or destroyed, the
8 Receiving Party must submit a written certification to the Producing Party (and, if not
9 the same person or entity, to the Designating Party) by the 60 day deadline that (1)
10 identifies (by category, where appropriate) all the Protected Material that was returned
11 or destroyed; and (2) affirms that the Receiving Party has not retained any copies,
12 abstracts, compilations, summaries, or any other format reproducing or capturing any
13 of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain
14 an archival copy of all pleadings, motion papers, trial, deposition, and hearing
15 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
16 reports, attorney work product, and consultant and expert work product, even if such
17 materials contain Protected Material. Any such archival copies that contain or
18 constitute Protected Material remain subject to this Protective Order as set forth in
19 Section 4 (DURATION).

20
21
22 Any violation of this Order may be punished by any and all appropriate
23 measures including, without limitation, contempt proceedings and/or monetary
24 sanctions.

25
26 [SIGNATURE BLOCK FOLLOWS]
27
28

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 Dated: August 25, 2025

By: /s/ Jerold D. Friedman

3 Jerold D. Friedman

4 **LAW OFFICE OF JEROLD D.**

FRIEDMAN

5 *Attorney for Plaintiffs*

6 Dated: August 25, 2025

By: /s/ Maile Solís

7 Maile Solís

8 Marlow Svatek

9 Jill Doherty

BARACK FERRAZZANO

KIRSCHBAUM & NAGELBERG LLP

10 Tina Tellado

11 Mary Vu

12 **Polsinelli LLP**

13 *Attorneys for Defendant*

14 **LOUIS VUITTON USA INC.**

15 Pursuant to L.R. 5-4.3.4(a)(2)(i) all other Signatories Listed, and on whose
16 behalf the filing is submitted, concur in the filing's content and have authorized the
17 filing.
18

19 Dated: August 25, 2025

LAW OFFICE OF JEROLD D. FRIEDMAN

20 By: /s/ Jerold D. Friedman

21 *Attorney for Plaintiffs*
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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury that I have read in its
entirety and understand the Stipulated Protective Order that was issued by the United
States District Court for the Central District of California on [date] in the case of *Tracy*
Reneé Williams v. Louis Vuitton USA Inc., United States District Court for the Central
District of California Case 2:24-cv-07825 FMO (SKx). I agree to comply with and to
be bound by all the terms of this Stipulated Protective Order, and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment in
the nature of contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person or
entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print or type
full name] of _____ [print or type full address and telephone
number] as my California agent for service of process in connection with this action or
any proceedings related to enforcement of this Stipulated Protective Order.

City and State where sworn and signed: _____

Date: _____

Signature: _____

Printed name: _____

U.S. DISTRICT COURT
CENTRAL DISTRICT of CALIFORNIA
WESTERN DIVISION

TRACY RENÉE WILLIAMS, et al.,

Plaintiffs,

v.

LOUIS VUITTON USA INC.,

Defendant.

Civil Action No.: 2:24-cv-7825 FMO (SKx)

**ORDER GRANTING STIPULATED
PROTECTIVE DISCOVERY ORDER**

Plaintiffs Tracy Reneé Williams, Brandi Williams, and Kristopher Enoch, and Defendant Louis Vuitton USA Inc., have filed herewith a stipulation to a protective order related to discovery matters.

After Court review and for good cause shown, the stipulation is **GRANTED**.

It is so **ORDERED**.

DATED: August 26, 2025



Hon. Steve Kim
U.S. Magistrate Judge